

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

HANNA KIM,

Plaintiff,

v.

ANKR PBC, MIRAGE LABS INC., and
SATORI LABS INC.

Defendant.

COMPLAINT

Plaintiff, Hanna Kim (“Ms. Kim”), by and through her attorneys, Becker, Glynn, Muffly, Chassin & Hosinski LLP, alleges the following against the defendants Ankr PBC, Mirage Labs Inc., and Satori Labs Inc. (the “Company Group”):

1. This is an action by Ms. Kim for breach of a Separation Agreement and Release, dated September 24, 2024, between Ms. Kim and the Company Group (the “Agreement”).
2. The Agreement required the Company Group to make a gross “Settlement Payment” to Ms. Kim in the aggregate amount of \$300,000.
3. The Company Group failed to make the payments when due, breaching the Agreement.

The Parties, Jurisdiction, and Venue

4. Ms. Kim is a citizen of South Korea and is a resident of New York.
5. Upon information and belief, defendant Ankr PBC is a corporation organized under the laws of Delaware with a principal place of business in California.
6. Upon information and belief, defendant Mirage Labs Inc. is a corporation organized under the laws of Delaware with a principal place of business in California.

7. Upon information and belief, defendant Satori Labs Inc. is a corporation organized under the laws of Delaware with a principal place of business in California.

8. Venue and jurisdiction are proper in New York as the parties to the Agreement agreed that “Any dispute arising out of or concerning this Agreement shall be brought in, and the parties hereby consent to the personal jurisdiction of, any federal or state court located in New York County.”

9. Federal jurisdiction is proper because the suit is between a citizen of a foreign state and citizens of a State, and the amount in controversy exceeds \$75,000. 28 U.S.C. § 1332. Ms. Kim is a citizen of South Korea, and Ankr PBC, Mirage Labs Inc., and Satori Labs Inc. are citizens of Delaware and California.

Factual Background

10. On or about January 15, 2023, Satori Labs Inc. (the “Employer”), an entity within the Company Group (the “Employer”), hired Ms. Kim to serve as their Technical Program Manager.

11. In connection with her employment, the Company Group sponsored Ms. Kim to work in the United States and helped her secure an H-1B Visa.

12. Ms. Kim performed services for the Company Group and incurred expenses on its behalf; however, the Company Group never paid Ms. Kim’s salary and declined to reimburse Ms. Kim for those expenses.

13. To resolve a dispute related to the Company Group’s non-payment of Ms. Kim’s salary during her employment with the Company Group and a separate but related dispute

over Mr. Kim's entitlement to reimbursement of certain expenses she incurred on behalf of the Company Group, the Company Group and Ms. Kim entered into the Agreement.

14. In Section 1 of the Agreement, Ms. Kim and the Company Group agreed that her employment with the Employer would conclude on October 27, 2024, upon execution of the Agreement.

15. In Section 2(a) of the Agreement, the Company Group agreed to make a gross "Settlement Payment" in the aggregate amount of \$300,000 to Ms. Kim, in two separate payments as follows:

- a. Wages of \$172,013.64, less applicable taxes and withholdings;
- b. Reimbursement of expenses incurred by Ms. Kim on behalf of the Company Group in the amount of \$121,013.64.

16. The Settlement Payment was due 30 days after execution, on or about November 27, 2024.

17. The Company Group did not make the Settlement Payment to Ms. Kim, in breach of the Agreement.

18. On several occasions after the breach, the Company Group promised that payment was imminent. The Company Group even passed along a purported wire request. Those promises proved to be false. No payment was ever made.

19. A further consequence of the Company Group's breach is that it has jeopardized Ms. Kim's H-1B status (denying Ms. Kim the paystubs and W-2 to which she was entitled under the Agreement, which would evidence her employment) and her prospective employment prospects in the United States.

COUNT I (Breach of Contract)

20. Ms. Kim repeats and realleges paragraphs 1-19 as if fully set forth herein.

21. The Agreement is a valid contract binding on the Company Group and Ms. Kim.

22. Ms. Kim fully performed her obligations under the Agreement.

23. The Company Group breached the Agreement when it failed to make the \$300,000 “Settlement Payment” when due.

24. The Company Group’s breach of the Agreement caused Ms. Kim damages in the amount of at least \$300,000.

WHEREFORE, Ms. Kim demands judgment against the Company Group, jointly and severally, as follows:

- A. Damages in an amount to be determined at trial, but in no event less than \$300,000, plus statutory interest of nine per cent per annum;
- B. Costs and disbursements, prevailing party attorneys' fees pursuant to Section 21 of the Agreement, and such other and further equitable or monetary relief as this Court may deem just and proper.

Dated: February 7, 2025
New York, New York

**BECKER, GLYNN, MUFFLY, CHASSIN &
HOSINSKI LLP**

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